

REMARKS

The Examiner has rejected Claims 1, 3, 4, 8-12, and 18-25 under 35 U.S.C. 103(a) as being unpatentable over Moses et al., in view of Geiger. Applicant respectfully disagrees with such rejection, especially in view of the amendments made hereinabove.

In the latest action, the Examiner relies on the following excerpts from Geiger to meet applicant's claimed "graphical user interface [that] is utilized to allow the user to negotiate among a plurality of choices regarding electronic certificate monitoring service contract terms, the terms selected from the group consisting of: the way of notifying the user, and the diligence with which the user is notified of the change in condition."

"It should be noted in that in this embodiment the Webpage owner obtains a commission on the sale from the supplier. A contract is formed with the channel between the Webpage owner and supplier. A contract also exists between a buyer and the Webpage owner." (col. 4, lines 46-51)

"At FIG. 9 is shown another preferred embodiment for Webbased commerce. A home page is shown in this embodiment. The buyer can name a number of choices.

The buyer can click on price, availability, or delivery as a priority. The buyer will then establish his or her product. Such a search can be by a number of variables. One variable used, for example, in this embodiment is category. The drop down box shows various product categories." (col. 6, lines 38-42)

Such excerpt, however, fails to disclose, teach or suggest any sort of "allow[ing] the user to negotiate among a plurality of choices regarding electronic certificate monitoring service contract terms" (emphasis added). Instead, Geiger merely suggests an interface for selling general products, not negotiating electronic certificate monitoring service contract terms, specifically.

Moreover, since Geiger does not even mention the negotiation of electronic certificate monitoring service contract terms, there is clearly not even a suggestion of applicant's claimed "electronic certificate monitoring service"-specific terms, namely "the way of notifying the user, and the diligence with which the user is notified of the change in condition."

To further emphasize this paramount distinction and in the spirit of expediting the prosecution of the present application, applicant now claims, in an inclusive manner, additional terms, namely:

"a price for notifying the user;

the type of change the user is notified of in the step of notifying;

the way of notifying the user, and

the diligence with which the user is notified of the change in condition" (see all independent claims).

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed.Cir.1991).

Applicant respectfully asserts that at least the third element of the *prima facie* case of obviousness has clearly not been met since, as set forth above, the combined references do not teach or suggest all the claim limitations. A notice of allowance or a specific prior art showing of each of

applicant's claim limitations, in combination with the remaining claim elements, is respectfully requested.

The Examiner has further rejected Claim 26 under 35 U.S.C. 103(a) as being unpatentable over Moses et al., in view of Geiger, and further in view of Arledge. Applicant respectfully disagrees with this rejection not only for the reasons set forth hereinabove, but also in view of the amendments made hereinabove to Claim 26.

For example, the Examiner relies on Figure 3 and the following excerpt from Moses to meet applicant's claimed "wherein the change in condition detected in the detecting step consists of ..."

"The process then proceeds to step 74 where a determination is made as to whether a change has occurred to the public key certificate of the subscriber subject of interest." (col. 6, lines 21-23)

To further distinguish Moses, applicant now claims, in an inclusive manner, that the conditions include "revocation of, roll-over of, change in field of, disablement of, and expiration of the electronic certificate" (emphasis added). Simply nowhere in the prior art is there a detection of such a specific combination of conditions.

To further emphasize the distinctions between applicant's claimed invention and the prior art of record, applicant now claims, in Claim 26, a specific combination of terms that may be negotiated via a graphical user interface:

"the terms including:

the frequency in which the user is notified, including every month, every week, every day, and every minute,

the type of change the user is notified of in the step of notifying, including the revocation of, the roll-over of, the change in field of, the disablement of, and the expiration of the

electronic certificate,

the way of notifying the user, including the electronic mail, the telephone using the electronic voice messaging system, and the paging signal to the pager for the recipient,

the diligence with which the user is notified of the change in condition, including a number of times contact is attempted with the user, and

a price for notifying the user" (see Claim 26).

A specific prior art showing of each of the foregoing claim limitations, or a notice of allowance is respectfully requested. All of the independent claims are thus deemed allowable. Moreover, by virtue of their dependence on such independent claims, all of the remaining dependent claims are also deemed allowable.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. NAI1P068).

Respectfully submitted,

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